

1 RON BENDER (SBN 143364)  
2 KRIKOR J. MESHEFEJIAN (SBN 255030)  
3 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.  
4 2818 La Cienega Avenue  
5 Los Angeles, California 90034  
6 Telephone: (310) 229-1234  
7 Facsimile: (310) 229-1244  
8 Email: rb@lnbyb.com; kjm@lnbyb.com

Proposed Counsel for Chapter 11 Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

In re:

GLOBAL WINDCREST I, LLC,

Debtor and Debtor in Possession.

Case No.: 21-03935-LT11

Chapter 11 Case

**DEBTOR'S EMERGENCY MOTION  
FOR ENTRY OF AN ORDER FOR  
JOINT ADMINISTRATION OF  
RELATED CHAPTER 11 CASES  
PURSUANT TO RULE 1015(b) OF THE  
FEDERAL RULES OF BANKRUPTCY  
PROCEDURE AND RULE 1015 OF THE  
LOCAL BANKRUPTCY RULES;  
DECLARATION OF C.W. TUCKER  
LEWIS IN SUPPORT THEREOF**

Pursuant to Rule 1015-1(b) of the Federal Rules of Bankruptcy Procedure, Rule 1015 of the Local Bankruptcy Rules, and the "Guidelines For The...Joint Administration Of Related Debtor Entities" (*see* CSD 1514), Global Windcrest I, LLC ("GW 1"), chapter 11 debtor and debtor in possession, hereby moves, on an emergency basis<sup>1</sup>, for the entry of an order jointly administering

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<sup>1</sup> The Debtors submit that expedited, interim relief is appropriate in order for the Debtors and other parties to immediately be able to realize the cost and time savings anticipated to be achieved by joint administration. For example, the Debtors anticipate filing a number of motions and applications during the first few weeks of these cases, and believe that entry of a joint administration order now will assist with reducing duplicative and potentially confusing multiple, substantially similar filings. The Debtors' proposed interim order provides for an opportunity for creditors to oppose the relief requested herein.

the chapter 11 bankruptcy case of GW 1 with the chapter 11 bankruptcy case of Global Windcrest II, LLC (“GW 2”, and together with GW 1, the “Debtors”), and designating the case of GW 1 as the lead case. A similar motion for joint administration has been filed in GW 2’s bankruptcy case. Through the motions, the Debtors request that this Court enter an order in substantially the form attached as Exhibit 3, providing for the joint administration of these cases.

# **I. STATEMENT OF FACTS**

1. On October 1, 2021, the Debtors each commenced their respective bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the United States Code (the “Bankruptcy Code”).

2. GW 1 is the owner of that certain real property located at 8940 Four Winds Drive, Windcrest, Texas 78239 (the “GW 1 Property”) and GW 2 is the owner of that certain real property located at 8930 Four Winds Drive, Windcrest, Texas 78239 (the “GW 2 Property” and together with the GW 1 Property, the “Properties”). The Properties are adjacent office buildings, as shown in the map attached as Exhibit 1 to the annexed Declaration of C.W Tucker Lewis (the “Lewis Declaration”).

3. GW 1 is a limited liability company with two members: Aulukista, LLC (“Aulukista”), which purportedly holds 68% of the membership interest in GW 1; and Global Windcrest Partners, LLC, which holds 32% of the membership interests in GW 1. GW 2 is also a limited liability company with the same two members holding the same respective percentage of membership interests.

4. Global Building, LLC is the manager (“Manager”) of both GW 1 and GW 2. The managing member and chief executive officer of Global Building, LLC is C.W. Tucker Lewis. Pursuant to the Debtors’ respective Operating Agreements, the Manager is vested with broad powers and authority to manage the business and affairs of the Debtors.

5. GW 1 was formed to acquire, improve, renovate, lease, and sell a recently vacated five (5) story office building on approximately 4.5 acres of land (the GW 1 Property). The GW 1 Property’s \$3.5 million acquisition cost was to be paid by member contributions, and the extensive

1 anticipated construction, renovation, improvement work necessary to rehabilitate the building and  
2 make it suitable for upscale office occupancy was to be funded through debt – i.e. borrowing.

3 6. GW 2 was formed later, and acquired the contiguous property of approximately 3  
4 acres on which an office building with improvement possibilities and upside potential was likewise  
5 present.

6 7. Aulukista is indirectly owned and controlled by an entity known as Calista  
7 Corporation (“Calista”) through various wholly-owned subsidiaries, all of which are under the  
8 control of an individual named Sharon Lechner, who purports to be the President of each such  
9 Calista subsidiary. After receiving investment documentation and asking numerous questions,  
10 Calista expressed interest in providing equity for the GW 1 project (i.e. acquiring a membership  
11 interest through one of its multiple subsidiaries), but *only* on the condition that Calista be allowed to  
12 use another of its affiliates/subsidiaries as lender, providing the financing necessary to fund  
13 construction, renovation, and improvement of the GW 1 Property as well.

14 8. Ultimately, Calista agreed to acquire the majority membership interest in GW 1 by  
15 and through Aulukista, with Sharon Lechner as Aulukista’s president, as Calista’s conduit.

16 9. GW 1 was formed in April 2018 and took title to the GW 1 Property one month  
17 later. In April 2019 Calista utilized another of its wholly-owned subsidiaries, Settler’s Bay  
18 Properties, Inc. (“Settler’s Bay”), with Sharon Lechner again as President, to provide the  
19 renovation/construction loan necessary to rehabilitate and improve the GW 1 Property, pursuant to  
20 that certain Loan Agreement dated April 19, 2019, pursuant to which GW 1 borrowed the sum of  
21 \$7 million. On April 22, 2019, a first position trust deed was recorded on the GW 1 Property in  
22 Texas.

23 10. These bankruptcy cases were filed as a result of pending and numerous disputes  
24 between and among the Debtors, and Aulukista, Settler’s Bay and Calista, including, without  
25 limitation, disputes regarding the refinancing of the GW 1 Property, the funding for the GW 2  
26 Property, and what the Debtors believe constitutes a coordinated scheme by Aulukista, Settler’s  
27 Bay and Calista to improperly obtain ownership of the Properties to the detriment of all other  
28

creditors and interest holders of the Debtors, as discussed in detail in that certain “Amended Cross-Complaint For Injunctive And Declaratory Relief” filed by the Debtors against Aulukista and Calista, which is pending in the Superior Court of the State of California County of San Diego, Central Division, Case No. 37-2021-0022783-CU-MC-CTL.<sup>2</sup> A true and correct copy of the amended cross-complaint is attached as Exhibit 2 to the Lewis Declaration.

11. These bankruptcy cases were filed to stop the foreclosure sale of the GW 1 Property, and provide a breathing spell for the Debtors to attempt to obtain refinancing and/or funding, and/or restructure their debt obligations, on terms and in a manner that is in the best interest of all creditors and interest holders. If Aulukista, Settler’s Bay, and Calista are permitted to further execute their plan to improperly obtain ownership of the Properties in violation of their respective obligations and duties to the Debtors and other interest holders, and a foreclosure occurs, not only would GW 1 lose its ownership interest in the GW 1 Property, but GW 2 will be disadvantaged because its tenants will not have legal access to the amenities on the GW 1 Property pursuant to a reciprocal access agreement between the Debtors, because it may very well not be able to meet its required parking ratio, and GW 2 may be in breach of leases it has already executed. Moreover, assuming Calista, Aulukista, Settler’s Bay and Ms. Lechner are unsuccessful in their plan to misappropriate the entirety of the GW 2 Property as well, GW 2 will be competing against Calista (which will then, through Settler’s Bay, own the contiguous GW 1 Property) for tenants and will be at a disadvantage in doing so because of the lack of amenities and adequate parking.

## **II. BASIS FOR RELIEF**

Joint administration of the Debtors’ cases is warranted and appropriate under Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, which provides in relevant part that the Court may order the joint administration of estates when two or more petitions are pending in the same court as a debtor and an affiliate. The Debtors share common ownership. Each Debtor is owned by the exact same entities in the exact same percentages. The Manager of the Debtors is the same entity.

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<sup>2</sup> The underlying complaint filed in that matter by Aulukista and Calista against the Debtors and the Manager has been dismissed, but the Debtors’ cross-complaint remains pending.

1 As such, the Debtors are “affiliates” and “insiders” as those terms are defined in the Bankruptcy  
2 Code. *See* 11 U.S.C. § 101.

3 Additionally, GW 1’s secured creditor Settler’s Bay is affiliated with GW 1’s and GW 2’s  
4 majority member Aulukista, through common ownership of both entities by Calista and identical  
5 management of both entities by Sharon Lechner, who is President of both Aulukista and Settler’s  
6 Bay.

7 Additionally, the Debtors appear to share some common creditors, as set forth on the each  
8 Debtors’ respective Verification Of Creditor Matrix (*see* Docket Entry No. 1).

9 Finally, the Debtors’ respective real estate assets share physical proximity – indeed, they are  
10 adjacent and there appears to be a reciprocal access agreement between the Debtors.

11 The Debtors believe that the joint administration of these cases will avoid duplicative  
12 expenses and will ensure that creditors and interested parties in the cases will receive appropriate  
13 notice of all pertinent matters. In addition, the Debtors believe that the joint administration of these  
14 cases, including the use of a single pleadings docket, the combining of notices to interested parties  
15 of both estates, and the joint handling of purely administrative matters will aid in expediting the  
16 cases and rendering the process less costly, without prejudicing the substantive rights of any  
17 creditor.

18 Granting the joint administration of these two cases will eliminate the further need for the  
19 Debtors to file duplicative motions and orders in each of these cases when seeking relief that is  
20 common to both Debtors, will avoid the further waste of judicial resources related to, for example,  
21 the docketing of identical motions, declarations and orders in each of the cases, and will allow the  
22 Debtors to avoid copying costs and service costs associated with filing and serving duplicative  
23 motions and other pleadings in the cases that seek collective relief.

24 In the event that the Court orders the joint administration of these cases, the Debtors  
25 respectfully request that the Court approve the following caption and that GW 1’s case be  
26 designated as the lead case:

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4 In re:

5 GLOBAL WINDCREST I, LLC,  
6 Debtor.

Case No.: 21-03935-LT11

[Jointly administered with: 21-03938-LT11]

Chapter 11 Cases

7  
8 In re:

9 GLOBAL WINDCREST II, LLC  
10 Debtor.

11  
12 ☐ Affects both Debtors

13 ☐ Affects Global Windcrest I, LLC

14 ☐ Affects Global Windcrest II, LLC  
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16 **III. CONCLUSION**

17 Accordingly, the Debtors respectfully requests that this Court enter an order, in the form  
18 lodged concurrently herewith:

- 19 (a) authorizing the joint administration of the Debtors' cases;  
20 (b) approving the form of caption suggested herein; and  
21 (c) granting such other and further relief as the Court deems just and proper.

22 Dated: October \_\_, 2021

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

23 By: /s/ Krikor J. Meshefejian

24 RON BENDER

KRIKOR J. MESHEFEJIAN

25 LEVENE, NEALE, BENDER, YOO  
26 & BRILL L.L.P.

27 Proposed Counsel for Chapter 11 Debtor and  
28 Debtor in Possession

**DECLARATION OF C.W. TUCKER LEWIS**

I, C.W. Tucker Lewis, hereby declare as follows:

1. I am the chief executive officer and managing member of Global Building, LLC. Global Building, LLC is the manager ("Manager") of Global Windcrest I, LLC ("GW 1") and Global Windcrest II, LLC ("GW 2") and together with GW 1, the "Debtors"). In my capacity as the chief executive officer and managing member of the Manager, I manage the business and affairs of each of the Debtors, and I have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Debtors, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Debtors' respective businesses. I have personal knowledge of the facts set forth herein, unless otherwise indicated.

2. On October 1, 2021, the Debtors each commenced their respective bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the United States Code (the "Bankruptcy Code").

3. GW 1 is the owner of that certain real property located at 8940 Four Winds Drive, Windcrest, Texas 78239 (the "GW 1 Property") and GW 2 is the owner of that certain real property located at 8930 Four Winds Drive, Windcrest, Texas 78239 (the "GW 2 Property") and together with the GW 1 Property, the "Properties"). The Properties are adjacent office buildings, as shown in the map attached as Exhibit 1 to this Declaration.

4. GW 1 is a limited liability company with two members: Aulukista, LLC, which purportedly holds 68% of the membership interest in GW 1; and Global Windcrest Partners, LLC, which holds 32% of the membership interests in GW 1. GW 2 is also a limited liability company with the same two members holding the same respective percentage of membership interests.

5. The Manager is the manager ("Manager") of both GW 1 and GW 2. Pursuant to the Debtors' respective Operating Agreements, the Manager is vested with broad powers and authority to manage the business and affairs of the Debtors.

1           6.       GW 1 was formed to acquire, improve, renovate, lease, and sell a recently vacated  
2 five (5) story office building on approximately 4.5 acres of land (the GW 1 Property). The GW 1  
3 Property's \$3.5 million acquisition cost was to be paid by member contributions, and the extensive  
4 anticipated construction, renovation, improvement work necessary to rehabilitate the building and  
5 make it suitable for upscale office occupancy was to be funded through debt – i.e. borrowing.

6           7.       GW 2 was formed later, and acquired the contiguous property of approximately 3  
7 acres on which an office building with improvement possibilities and upside potential was likewise  
8 present.

9           8.       Aulukista is indirectly owned and controlled by an entity known as Calista  
10 Corporation ("Calista") through various wholly-owned subsidiaries, all of which are under the  
11 control of an individual named Sharon Lechner, who purports to be the President of each such  
12 Calista subsidiary. After receiving investment documentation and asking numerous questions,  
13 Calista expressed interest in providing equity for the GW 1 project (i.e. acquiring a membership  
14 interest through one of its multiple subsidiaries), but *only* on the condition that Calista be allowed to  
15 use another of its affiliates/subsidiaries as lender, providing the financing necessary to fund  
16 construction, renovation, and improvement of the GW 1 Property as well.

17           9.       Ultimately, Calista agreed to acquire the majority membership interest in GW 1 by  
18 and through Aulukista, with Sharon Lechner as Aulukista's president, as Calista's conduit.

19           10.      GW 1 was formed in April 2018 and took title to the GW 1 Property one month  
20 later. In April 2019 Calista utilized another of its wholly-owned subsidiaries, Settler's Bay  
21 Properties, Inc. ("Settler's Bay"), with Sharon Lechner again as President, to provide the  
22 renovation/construction loan necessary to rehabilitate and improve the GW 1 Property, pursuant to  
23 that certain Loan Agreement dated April 19, 2019, pursuant to which GW 1 borrowed the sum of  
24 \$7 million. On April 22, 2019, a first position trust deed was recorded on the GW 1 Property in  
25 Texas.

26           11.      These bankruptcy cases were filed as a result of pending and numerous disputes  
27 between and among the Debtors, and Aulukista, Settler's Bay and Calista, including, without  
28



1 limitation, disputes regarding the refinancing of the GW 1 Property, the funding for the GW 2  
2 Property, and what the Debtors believe constitutes a coordinated scheme by Aulukista, Settler's  
3 Bay and Calista to improperly obtain ownership of the Properties to the detriment of all other  
4 creditors and interest holders of the Debtors, as discussed in detail in that certain "Amended Cross-  
5 Complaint For Injunctive And Declaratory Relief" filed by the Debtors against Aulukista and  
6 Calista, which is pending in the Superior Court of the State of California County of San Diego,  
7 Central Division, Case No. 37-2021-0022783-CU-MC-CTL.<sup>3</sup> A true and correct copy of the  
8 amended cross-complaint is attached as Exhibit 2 to this Declaration.

9 12. These bankruptcy cases were filed to stop the foreclosure sale of the GW 1 Property,  
10 and provide a breathing spell for the Debtors to attempt to obtain refinancing and/or funding, and/or  
11 restructure their debt obligations, on terms and in a manner that is in the best interest of all creditors  
12 and interest holders. If Aulukista, Settler's Bay, and Calista are permitted to further execute their  
13 plan to improperly obtain ownership of the Properties in violation of their respective obligations  
14 and duties to the Debtors and other interest holders, and a foreclosure occurs, not only would GW 1  
15 lose its ownership interest in the GW 1 Property, but GW 2 will be disadvantaged because its  
16 tenants will not have legal access to the amenities on the GW 1 Property pursuant to a reciprocal  
17 access agreement between the Debtors, because it may very well not be able to meet its required  
18 parking ratio, and GW 2 may be in breach of leases it has already executed. Moreover, assuming  
19 Calista, Aulukista, Settler's Bay and Ms. Lechner are unsuccessful in their plan to misappropriate  
20 the entirety of the GW 2 Property as well, GW 2 will be competing against Calista (which will then,  
21 through Settler's Bay, own the contiguous GW 1 Property) for tenants and will be at a disadvantage  
22 in doing so because of the lack of amenities and adequate parking.

23 13. I believe that the joint administration of these cases will avoid duplicative expenses  
24 and will ensure that creditors and interested parties in the cases will receive appropriate notice of all  
25 pertinent matters. In addition, I believe that the joint administration of these cases, including the

26 \_\_\_\_\_  
27 <sup>3</sup> The underlying complaint filed in that matter by Aulukista and Calista against the Debtors and the  
28 Manager has been dismissed, but the Debtors' cross-complaint remains pending.

1 use of a single pleadings docket, the combining of notices to interested parties of both estates, and  
2 the joint handling of purely administrative matters will aid in expediting the cases and rendering the  
3 process less costly, without prejudicing the substantive rights of any creditor.

4 14. I understand granting the joint administration of these two cases will eliminate the  
5 further need for the Debtors to file duplicative motions and orders in each of these cases when  
6 seeking relief that is common to both Debtors, will avoid the further waste of judicial resources  
7 related to, for example, the docketing of identical motions, declarations and orders in each of the  
8 cases, and will allow the Debtors to avoid copying costs and service costs associated with filing and  
9 serving duplicative motions and other pleadings in the cases that seek collective relief.

10 I declare and verify under penalty of perjury that the foregoing is true and correct to the best  
11 of my knowledge.

12 Executed on this 7<sup>th</sup> day of October, 2021, at Freeport, Maine.

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15 C.W. Tucker Lewis  
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**EXHIBIT “1”**

8940 Fourwinds Dr - Google Maps

<https://www.google.com/maps/place/8940+Fourwinds+Dr,+Windcrest,+TX+78239/@29.52331...>

Google Maps



Imagery ©2021 CAPCOG, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft

8930 Four Winds Drive  
Windcrest, Texas

8940 Four Winds Drive  
Windcrest, Texas

**EXHIBIT “2”**

Donald A. Vaughn, Esq. (Bar No. 110070)  
VAUGHN & VAUGHN  
501 West Broadway, Suite 1025  
San Diego, CA 92101  
Telephone: (619) 237-1717  
Facsimile: (619) 237-0447

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**07/15/2021** at 06:04:00 PM  
Clerk of the Superior Court  
By Carolina Miranda, Deputy Clerk

Attorneys for Cross-Complainants GLOBAL  
WINDCREST I, LLC; and GLOBAL  
WINDCREST II, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO, CENTRAL DIVISION**

AULUKISTA, LLC, an Alaska Limited  
Liability Company; and CALISTA  
CORPORATION, an Alaska Corporation,  
Plaintiffs,

vs.

GLOBAL WINDCREST I, LLC, a Delaware  
Limited Liability Company; and GLOBAL  
WINDCREST II, LLC, a Delaware Limited  
Liability Company; GLOBAL BUILDING,  
LLC, a Delaware Limited Liability Company,  
Defendants.

GLOBAL WINDCREST I, LLC; and GLOBAL  
WINDCREST II, LLC,  
Cross-Complainants,

v.

AULUKISTA, LLC; CALISTA  
CORPORATION; GLOBAL BUILDING, LLC,  
and ROES 1-10,  
Cross-Defendants.

Case No. 37-2021-00022783-CU-MC-CTL

**AMENDED CROSS-COMPLAINT FOR  
INJUNCTIVE AND DECLARATORY  
RELIEF**

Judge: Hon. Ronald F. Frazier  
Dept.: C-65

Action Filed: May 24, 2021

For causes of action against Cross-Defendants AULUKISTA, LLC, and its controlling  
parent/alter ego CALISTA CORPORATION, and each of them, GLOBAL WINDCREST I, LLC  
and GLOBAL WINDCREST II, LLC (collectively "Cross-Complainants") allege as follows:



I.

**PRELIMINARY ALLEGATIONS**

1. All allegations of the within Cross-Complaint are set forth on information and belief, under the doctrine of alternative pleading, without prejudice to any current or subsequent inconsistent, contrary, or contradictory allegation, and without prejudice to Cross-Complainants' right to plead and/or prove such different, further, separate, conflicting, or contradictory allegations or facts at or before time of trial.

2. No claim, cause of action, prayer for relief, or remedy requested herein is, nor shall it be construed as, an election of remedies. All such remedies shall be preserved, and no election is intended or required until time of trial, and perhaps even after trial has concluded.

3. Other than GLOBAL BUILDING, LLC, each Cross-Defendant herein was the principal, agent, master, servant, employer, employee, entrustor, entrustee, partner, affiliate, owner, member, manager, parent, subsidiary, trustee, beneficiary, alter ego, and/or co-conspirator of each other Cross-Defendant, and of the members or owners of each entity Cross-Defendant, and acted at all relevant times within the course and scope of such relationship, capacity, or agreement.

II.

**PARTIES**

4. Cross-Complainants GLOBAL WINDCREST I, LLC ("GW 1") and GLOBAL WINDCREST II, LLC ("GW 2") are limited liability companies with their principal place of business in the County of San Diego, State of California. Cross-Defendants AULUKISTA, LLC and CALISTA CORPORATION initiated this lawsuit by suing Cross-Complainants as part of a concerted and coordinated strategy to misappropriate Cross-Complainants' assets.

5. Cross-Defendant AULUKISTA, LLC ("Aulukista") purports to be an Alaska limited liability company. Aulukista is a sixty-eight percent (68%) Member of GW 1 and GW 2.

6. The thirty-two percent (32%) Membership interest in both GW 1 and GW 2 is owned by Global Windcrest Partners, LLC, which is a limited liability company comprised of 10 investors.

1           7.       Cross-Defendant GLOBAL BUILDING, LLC (“Global Building”) is the Manager  
2 of both GW 1 and GW 2, has extensive experience in office development/renovation/lease-up  
3 projects, and was also sued by the other Cross-Defendants herein as part and parcel of their  
4 coordinated scheme to misappropriate Cross-Complainants’ assets. As Aulukista and Calista  
5 judicially admitted by suing it, Global Building is an interested participant in the events these  
6 former Plaintiffs alleged in their voluntarily-dismissed Verified Complaint, and is affected by the  
7 relief Cross-Complainants seek such that Global Building is joined as a Cross-Defendant so that  
8 the relief for which Cross-Complainants pray can be effectively obtained herein.

9           8.       Cross-Defendant CALISTA CORPORATION (“Calista”) is a large enterprise  
10 which conducts business through the use, manipulation, and control of multiple wholly-owned  
11 subsidiaries across the United States. Many of Calista’s subsidiaries (including those involved in  
12 the within conspiracy to misappropriate Cross-Complainants’ assets, namely Ena Holding, LLC,  
13 Tunista, Inc., Aulukista and Settler’s Bay Properties, Inc.) are controlled and directed by the same  
14 individual – Sharon Lechner. Indeed, Ms. Lechner is the president of each and every one of the  
15 wholly-owned Calista subsidiaries listed above, thereby placing her in multiple irreconcilable  
16 conflicts of interest, which different and divergent positions of authority she has utilized in an  
17 effort to perpetrate the tortious scheme detailed herein. As explained in more detail below, Ms.  
18 Lechner’s simultaneous control and manipulation of the Calista subsidiaries involved directly and  
19 indirectly in Global Windcrest appears to be the fundamental problem which requires Cross-  
20 Complainants to seek redress herein by way of expedited Injunctive Relief and a Declaratory  
21 Judgment from this Court.

22           9.       The Organization Chart appended hereto as Exhibit A and incorporated herein  
23 illustrates the insidious interrelationships and common control whereby Calista and Ms. Lechner  
24 have manipulated their corporate servants like pieces on a chessboard to seize Cross-  
25 Complainants’ assets, and they are on the brink of doing so by charging ahead with foreclosure on  
26 the assets of GW 1 in breach of their fiduciary duties. Said Cross-Defendants have, among other  
27 malfeasance, utilized their Aulukista alter ego to prevent GW 1 from obtaining replacement  
28 financing, while simultaneously using their Settler’s Bay Inc. (“Settler’s Bay”) alter ego to



1 foreclose upon a purportedly overdue trust deed held by Settler's Bay on the GW 1 property such  
2 that Calista and its alter ego subsidiaries involved herein and up with all of Cross-Complainants'  
3 assets and the other Members, and Manager, get nothing.

4 10. Based upon a unity of interest, the lack of any true formal separation, utter  
5 dominance and control, and the use of multiple wholly-owned Calista subsidiaries to advance the  
6 interest of other wholly-owned Calista subsidiaries and ultimately Calista itself in various  
7 transactions (including those involved herein), it is clear that Aulukista, Settler's Bay, Ena  
8 Holding, LLC, Tunista, Inc. and other involved wholly-owned Calista subsidiaries such as Real  
9 Estate Ventures, LLC are a single, unitary enterprise with each entity being the alter ego of each  
10 other wholly-owned Calista subsidiary, and controlling parent Calista itself. Additionally, based  
11 upon manipulation, dominance, the lack of independent decision-making, common control,  
12 commingling of funds, financial manipulation and internal transactions inconsistent with arms-  
13 length dealings between unrelated companies, coordination of action for the benefit of the Calista  
14 enterprise, the lack of formal separation, and a common, fraudulent, purpose, Calista is liable for  
15 the actions of each of its alter ego entities involved in Global Windcrest, and Sharon Lechner, as a  
16 result of the intentional and coordinated manipulation of each wholly owned Calista subsidiary  
17 involved herein including, but not limited to, Aulukista and Settler's Bay. Further, recognition of  
18 the purported separate existence of Calista's wholly-owned subsidiaries would perpetrate a fraud  
19 and an injustice in which this Honorable Court should not, and may not, indulge by exalting form  
20 over the true substance herein, namely that under all of the circumstances and facts, the alter ego  
21 doctrine is established and in equity and good conscience must be applied.

22 11. The true names and capacities of Cross-Defendants ROES 1-50 are presently  
23 unknown to Cross-Complainants, who sue said Cross-Defendants by such fictitious names.  
24 Cross-Complainants will amend the within Cross-Complainant to accurately set forth the true  
25 names, capacities, and involvement of such fictitiously named Cross-Defendants when the same  
26 have been ascertained.

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III.

**VENUE AND JURISDICTION**

12. Venue is proper in this judicial district because Cross-Complainants are domiciled here, and Cross-Defendants have subjected themselves to the jurisdiction of this Court by suing Cross-Complainants in this forum.

IV.

**FACTUAL BACKGROUND**

13. GW 1 was formed to acquire, improve, renovate, lease, and sell a recently vacated five (5) story office building on approximately 4.5 acres of land (the “Property”) in Windcrest, Texas, a suburb of San Antonio. The Property’s \$3.5 million acquisition cost was to be paid by Member contributions, and the extensive anticipated construction, renovation, improvement work necessary to rehabilitate the building and make it suitable for upscale office occupancy was to be funded through debt – i.e. borrowing. GW 2 was formed later, and acquired the contiguous property of approximately 3 acres on which an office building with improvement possibilities and upside potential was likewise present.

14. Calista had not invested in any prior projects sponsored by Global Building but had periodically reviewed potential opportunities presented by Global Building since approximately 2011. After receiving the investment documentation and asking numerous questions, Calista expressed interest in providing equity for the GW 1 project (i.e. acquiring a membership interest through one of its multiple subsidiaries), but *only* on the condition that Calista be allowed to use another of its affiliates/subsidiaries as lender, providing the financing necessary to fund construction, renovation, and improvement of the Property as well.

15. After numerous modifications to the deal documentation were made to accommodate Calista, including: (1) allowing it to provide construction financing for improvements to the Property through a wholly owned and controlled subsidiary as it insisted, (2) giving Calista a right of first refusal to purchase the Property, and (3) giving Calista a free office on the Property, Calista agreed to acquire the majority membership interest in GW 1, using its wholly-owned real estate investment subsidiary and alter ego, Aulukista, as the conduit. In

1 actuality, however, Calista's multifaceted involvement with GW 1 and GW 2 was essentially  
2 placed in the hands of one person on a day-to-day basis – Sharon Lechner – who simultaneously  
3 served as President of, among other entities in the sprawling Calista enterprise, Ena Holding,  
4 LLC, its wholly owned subsidiary Tunista, Inc., its wholly owned subsidiary Settler's Bay (which  
5 Calista used to provide construction financing for GW 1), and another wholly-owned Ena  
6 Holding, LLC subsidiary, Respondent Aulukista.

7 16. GW 1 was formed in April 2018 and took title to its property (the "GW 1  
8 Property") one month later (i.e. in May of 2018). In April 2019 Calista utilized wholly-owned  
9 subsidiary Settler's Bay to provide the renovation/construction loan necessary to rehabilitate and  
10 improve the GW 1 Property. On April 22, 2019, a first position Trust Deed was recorded on the  
11 Property in Texas.

12 17. A few months later (in August of 2019), Sharon Lechner, who both then and now  
13 was and still is contemporaneously President of both Aulukista (68% Member) and Settler's Bay  
14 (Lender), asserted that GW 1 should quickly locate another lender to prepay and retire the Loan,  
15 and that replacement financing should be secured by **both** the GW 1 Property and the GW 2  
16 property. The Manager also anticipated the need for additional financing due to increased capital  
17 costs. Based upon these considerations, including Sharon Lechner's directive to locate  
18 replacement financing on the suggested terms, the Manager searched for a lender to satisfy these  
19 needs.

20 18. In mid-December 2019 (while the search for replacement financing was well  
21 underway), Aulukista/Settler's Bay claimed that GW 1 was in default on the existing loan and  
22 dictated that, effective January 2, 2020, a default interest rate of 11% would begin accruing on the  
23 Loan. This was done in violation of the default provisions of the loan agreement which required  
24 the lender give formal notice and a 30-day period in which to correct (i.e., cure) any alleged  
25 default.

26 19. In December 2019 the Manager received a quote for potential financing with an  
27 anticipated interest rate in the 5.25% range. This loan would have materially benefited the  
28 Company and all of its members, as interest on the existing loan was at a rate of 7.75% per annum

1 and, as noted above, 11% if the default rate was applicable as Aulukista/Settler's Bay claimed.  
2 On behalf of Aulukista/Settler's Bay, Ms. Lechner subsequently purported to reject this  
3 possibility, even though Aulukista/Settler's Bay had no veto power over financing.

4 20. In January, 2020, the Manager obtained another proposal for alternative bridge  
5 financing on the contiguous unencumbered property owned by GW 2, which funding could be  
6 used to pay for increased capital costs. Again, Aulukista/Settler's Bay purported to "reject" this  
7 solution, indicating that the proposed interest rate of 10.5% was "too high" – despite the fact they  
8 were charging 11% on the existing loan as purported default interest. Later in January, with the  
9 11% "default rate" still accruing, Aulukista/Settler's Bay preemptively rejected other reasonable  
10 solutions for GW 1 and GW 2 even though the borrowing alternatives had a significantly longer  
11 term than the loan in place, which loan Ms. Lechner had previously urged should be replaced.

12 21. In early February, 2020, a conference call was held to discuss options for project  
13 financing. During the call, Sharon Lechner, again acting concurrently as President of Aulukista  
14 and Settler's Bay, asserted that she wanted to keep the Settler's Bay Loan in default "for as long  
15 as possible" so that Settler's Bay could continue to collect interest at the elevated default interest  
16 rate. In so doing, Ms. Lechner exemplified her irreconcilable conflict of interest and divided  
17 loyalties, and the conflict between Aulukista's duties as majority Member and Settler's Bay's  
18 position as lender. In breach of Aulukista's fiduciary obligations, Ms. Lechner caused Aulukista  
19 to purportedly reject beneficial replacement financing (which she had recommended just six  
20 months earlier) so that Calista's Settler's Bay subsidiary (which Ms. Lechner also controlled as  
21 President), and thus Calista itself, could reap unwarranted profits at the expense of GW 1 and all  
22 of its Members.

23 22. On February 10, 2020, Aulukista/Settler's Bay sent the Manager a letter reiterating  
24 their claim, on behalf of both wholly-owned Calista subsidiaries, that the loan was in default, that  
25 the "default interest rate must be charged," and that Ms. Lechner (and the Calista subsidiaries she  
26 controlled) now would not "allow" any cross collateralization of the GW 1 and GW 2 Properties.  
27 Ms. Lechner's startling "about-face" was an inexplicable repudiation of the course of conduct she  
28 had recommended Global Windcrest pursue just six months earlier. Mere days later, pursuant to

1 the Manager's earlier effort toward obtaining replacement financing as actually suggested by Ms.  
2 Lechner, Cross-Complainants received a third party lender's loan quote which would have  
3 resolved not only current issues, but which would also provide attractive financing necessary for  
4 the GW 2 renovation costs, as contemplated from the outset. This loan would have required that  
5 the lender receive a security interest on both the GW I Property and the GW 2 property, which  
6 collective financing Ms. Lechner (on behalf of Aulukista/Settler's Bay) had herself recommended  
7 in August of 2019, but now supposedly "rejected" in February of 2020.

8 23. In retrospect, it is apparent that Ms. Lechner's complete reversal was motivated by  
9 her intent to misappropriate Cross-Complainants' property through manipulation of the various  
10 Calista subsidiaries she controlled. It was also a violation of both Global Windcrest Operating  
11 Agreements because, among other rights, the Manager has the power to obtain financing  
12 consistent with the investment plan of both companies, which plan (as Aulukista agreed) explicitly  
13 contemplated loans would be obtained to fund the improvements all parties understood from the  
14 very beginning were necessary to advance each of these projects. In other words, as discussed in  
15 more detail below, Aulukista/Settler's Bay had no right or "veto power" to interfere with this  
16 financing for multiple reasons. The Manager, however, continued to look for solutions acceptable  
17 to all Members, rather than taking a categorical, adversarial, legal stand at that time.

18 24. In early/mid-March, 2020, after extensive and diligent negotiation by the Manager  
19 and efforts to mitigate potential risks by obtaining longer term financing for improvements to the  
20 GW 1 Property, the Manager was able to secure revised proposed financing from the same lender  
21 for both GW 1 and GW 2 with the cross collateralization requirement removed. Both of these  
22 loans required additional capital from the members of GW 1 and GW 2, and this revised proposal  
23 was immediately provided to Aulukista/Settler's Bay which responded (through Ms. Lechner)  
24 nearly 2 weeks later that this new financing would be only partially "approved" and, even in that  
25 instance, all principal and interest at the default rate must be paid to Settler's Bay. Due to Ms.  
26 Lechner's delay, this lender indicated that they could no longer commit to provide financing at the  
27 favorable 5.25% interest rate they had quoted; the rate would, however, still be significantly below  
28 the 11% default rate which Aulukista/Settler's Bay continued to demand.

25. In purporting to reject this proposal, Ms. Lechner admitted her true motivation was to benefit Aulukista/Settler's Bay/Calista without regard to the interests of *either* Global Windcrest entity or other Members. Specifically, Ms. Lechner admitted she was "rejecting" this solution because: "[Our] interest income dries up to zero when the [Settler's Bay loan] is paid off so [our] earnings go away..." Ms. Lechner further exemplified the irreconcilable conflict of the dual roles she continued to occupy by asserting that: "Because someone else steps into my shoes as lender, I suddenly place my entire equity, which is now \$1.5 m or so larger than before, at risk of loss!" Ms. Lechner's purported rejection of this favorable alternative financing for these reasons is an outright admission that she placed the interest of Settler's Bay – and the ultimate beneficiary of excessive interest based upon her fabricated defaults, Calista – ahead of the interests of the LLCs to which Aulukista owed a fiduciary duty, ahead of the interests of the minority Member to which fiduciary duties were likewise owed under the circumstances presented herein, and even ahead of the interest of Aulukista if it was truly an independent Member of Global Windcrest, because all Members would benefit from a lower interest rate and other beneficial terms. Clearly, no such independence exists and Ms. Lechner's conduct while in an irreconcilable conflict of interest, and her actual *admissions* to this effect, constitute patent breaches of fiduciary duty.

26. Later, Aulukista/Settler's Bay purportedly offered to take the loan out of default, but only after seeking to extract numerous concessions from GW 1, including an agreement that GW 1 acquiesce to raising the base interest rate from 7.75% to 8.5% for the remainder of its term. This extortionate demand sought to coerce GW 1 to embrace an interest rate much higher than any of the rates proposed by a potential lender, and significantly higher than the initial approximately 5.25% rate which could have been obtained had Aulukista/Settler's Bay not breached the Operating Agreement and their fiduciary duties by purporting to "disapprove" this beneficial opportunity when it was first presented. Cross-Complainants could not agree to these Cross-Defendants' self-serving loan modification and other overreaching conditions, and Aulukista/Settler's Bay continues to demand that the default interest be paid. Indeed, Ms. Lechner has caused Settler's Bay to initiate and aggressively pursue foreclosure on the GW 1 Property, which would eliminate the interest of all other parties in this project – *even Aulukista itself*.

27. This conduct by Cross-Defendants Aulukista/Settler's Bay and Calista impeded Cross-Complainants from obtaining financing on terms which were more favorable to GW 1, did not provide any means to finance future tenant improvements on either property, and exposes Cross-Complainants to imminent loss of their property since the loan is purportedly all due and payable and Cross-Defendants Aulukista/Settler's Bay and Calista have refused to honor GW 1's loan extension rights. Cross-Complainants duly exercised their right to extend the term of the loan, but said Cross-Defendants continue to rely upon their purported contrived "defaults" and other meritless, falsified contentions as a supposed basis for illegally and improperly refusing to comply with the terms of that extension – so that they can misappropriate the Property through the artifice of having Settler's Bay foreclose thereon. Cross-Defendants demands and insistence they have veto power over financing continues to violate the Operating Agreements, are the product of an irreconcilable conflict of interest, constitute patent breaches of fiduciary duty, are an impediment to the necessary financing, and expose Cross-Complainants to imminent, irreparable, and irreparable harm. Ms. Lechner's plan is now clear: use "her" Settler's Bay loan to foreclose upon the GW 1 Property by preventing the LLCs from obtaining any financing which would replace said loan while relying upon contrived, nonsensical, "defaults" which have been utterly refuted as a meritless justification for refusing to comply with GW 1's right to extend the Loan.

28. Cross-Defendants Calista and Sharon Lechner employed similar tactics with respect to GW 2. Just as in GW 1, Calista and Ms. Lechner required that Calista (or one of its multiple subsidiaries) have the first right of refusal to provide financing for renovation of the GW 2 property which is contiguous to that owned by GW 1, through an entity known as Real Estate Ventures, LLC, another Calista subsidiary which is likewise controlled by none other than Sharon Lechner. In this instance, although all parties intended and agreed that renovation of the GW 2 property would be funded through borrowing, such a loan was not initially needed or taken. GW 2 subsequently obtained a loan commitment from a third party lender. Ms. Lechner, however, objected to this financing and, instead, demanded these necessary funds be obtained through a member "capital call" or, alternatively, "she" would provide a loan at a "little" higher interest rate with a "little" higher loan fees.



29. Cross-Defendants Aulukista and Calista breached the Operating Agreement by attempting to extract more money from GW 2 while the governing document gave them only a first right of refusal to *match* said third-party terms, and accompanied this extortionate proposal with a demand that extensive modifications beneficial only to Calista and its wholly owned subsidiaries be made to the Operating Agreement. Although neither Aulukista, Calista, nor Ms. Lechner had the right to dictate that a capital call must instead be used, or the right to purportedly “disapprove” lower cost borrowing in favor of their own higher cost loan and unfavorable modifications to the Operating Agreement, GW 2 was compelled to acquiesce to the use of a capital call.

30. When the minority Member indicated it would not be able to fund its portion of the capital call upon which the Calista Cross-Defendants insisted, Ms. Lechner then came up with the idea to “loan” the minority Member the amount necessary to meet its portion of the capital call – while securing said loan by the minority Member’s interest in GW 2. In retrospect, Ms. Lechner’s illegal plan to seize the assets of both Cross-Complainants is now even more clear: (1) prevent any replacement of her Settler’s Bay loan so that Calista can increase the amount supposedly owed thereon and foreclose it, eliminating the minority Member and the Manager while seizing this Property for itself; (2) dictate in violation of the Operating Agreement that financing on the GW 2 Property cannot be obtained, thereby preventing Cross-Complainants from accessing this source of funding, (3) insist that a capital call be made for a short term sum then agree to “loan” money to the minority Member of GW 2 secured by the minority Member’s interest in GW 2 and, finally, (4) foreclose on the minority Member’s interest, with Calista ultimately owning the entirety of both multimillion dollar properties.

31. During this same period of time, while purporting to “veto” necessary financing through available loans if such a borrowing was secured by both properties, Ms. Lechner nevertheless encouraged GW 1 to give tenants of the GW 2 Property access to common areas on the GW 1 Property by entering into a “reciprocal access agreement.” Such an arrangement would benefit GW 2’s tenants because it would provide them the ability to use amenities on Cross-Complainants’ other Property not present on the GW 2 property. Ms. Lechner was also aware of,



1 and never objected to, an arrangement whereby GW 1 will transfer to GW 2 a portion of the  
2 former's Property without receiving any return monetary consideration, so that GW 2 can meet its  
3 required ratio of parking spaces for tenants in the building on GW 2 Property. These arrangements  
4 were disclosed to and permitted by Ms. Lechner, who indeed actively encouraged the reciprocal  
5 access agreement even while she intended to generate fabricated purported "defaults" under which  
6 Calista and its alter ego subsidiaries which she controls can obtain ownership of the GW 1  
7 Property through foreclosure. If this occurs, GW 2 will be disadvantaged because its tenants will  
8 not have legal access to the amenities on the GW 1 Property, because it may very well not be able  
9 to meet its required parking ratio, and GW 2 may be in breach of leases it has already executed.  
10 Moreover, assuming the Calista Cross-Defendants are unsuccessful in the second phase of their  
11 plan to misappropriate the entirety of the GW 2 property as well, GW 2 will be competing against  
12 Calista (which will then, through Settler's Bay, own the contiguous GW 1 Property) for tenants  
13 and will be at a disadvantage in doing so because of the lack of amenities and adequate parking.

14 32. Thus, Ms. Lechner, Aulukista and Calista have again breached their duties to GW  
15 2 because Cross-Defendants have favored their own interest in maneuvering to foreclose on the  
16 GW 1 Property which imposes these undesirable consequences with significant financial impact  
17 upon GW 2. Such conduct is, again, the product of an irreconcilable conflict of interest whereby  
18 Sharon Lechner is manipulating the various Calista entities involved in these transactions so that  
19 her corporate patron profits, while the LLCs are disadvantaged – and indeed destroyed by design –  
20 with Calista owning all of the assets at the end of the day.

21 V.

22 **FIRST CAUSE OF ACTION**

23 (Declaratory Relief Against all Cross-Defendants)

24 33. Cross-Complainants incorporate by reference as though fully set forth again at this  
25 place paragraphs 1 through 32, above.

26 34. Aulukista is a Member of GW 1 and a signatory to the GW 1 Operating  
27 Agreement. Aulukista is also a Member of GW 2 and a signatory to the GW 2 Operating  
28 Agreement. Calista, by design, secured numerous rights beneficial only to itself in the Global

1 Windcrest Operating Agreements and thereby, and otherwise, directed, ratified and adopted the  
2 provisions thereof, binding it to the terms thereof, in addition to their applicability by virtue of the  
3 fact Calista is the alter ego of Aulukista, Settler's Bay, and its other involved subsidiaries.

4 35. The GW 1 and GW 2 Operating Agreements and incorporated documentation are  
5 written instruments and contracts in which both Cross-Complainants and Cross-Defendants are  
6 interested, and pertain to Cross-Complainants' investment real property.

7 36. An actual and justiciable controversy exists with respect to the parties' rights and  
8 duties in the premises, including the question of construction of the subject written instruments.

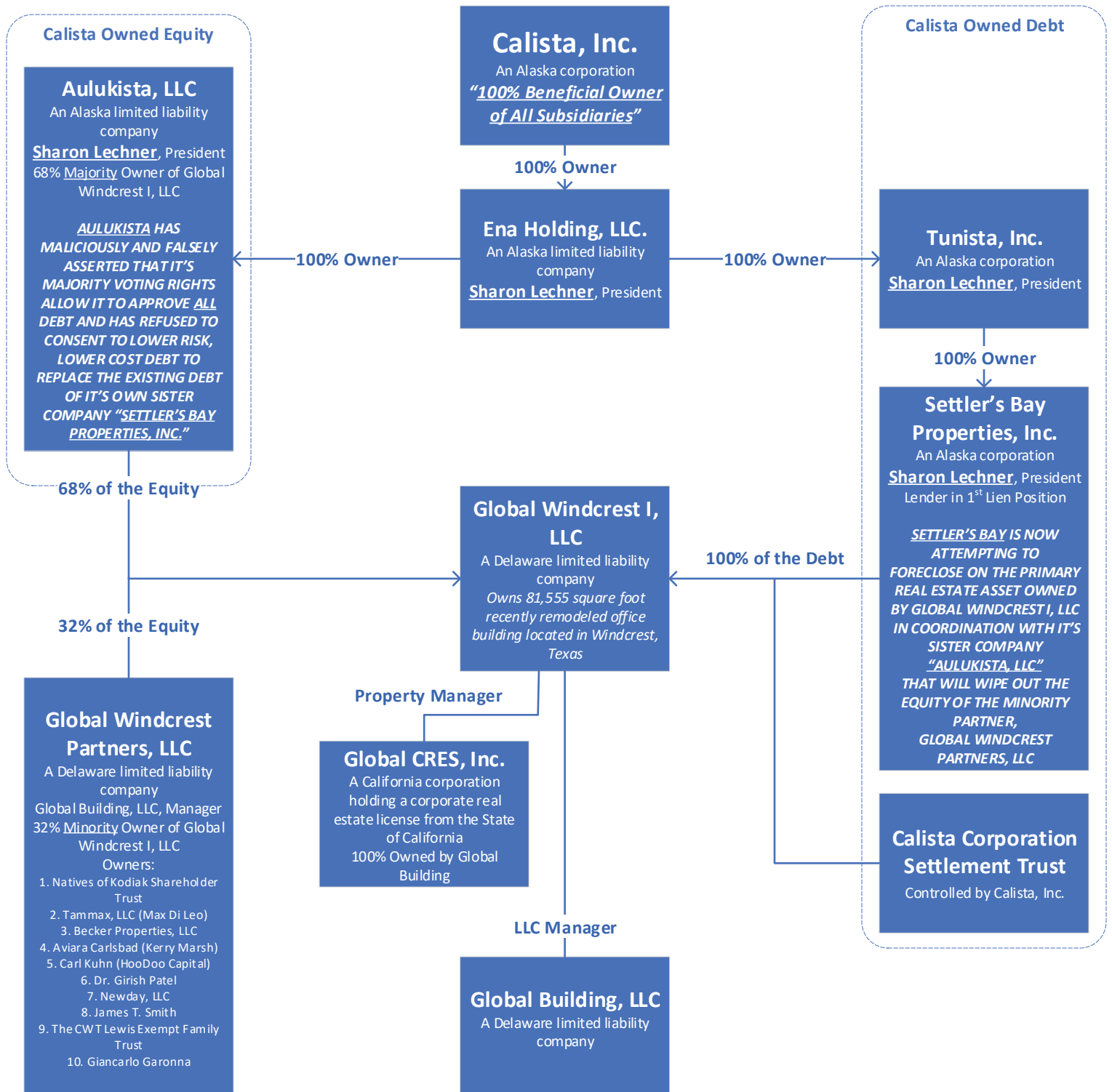
9 37. Specifically, by way of example and not limitation, Cross-Complainants contend  
10 that, under the Operating Agreements, their associated documentation, and Cross-Defendants'  
11 express agreement, financing was expressly contemplated and is a component of the investment  
12 plan to which Cross-Defendants agreed, and does not require consent or approval by Aulukista or  
13 Calista. Cross-Defendants Aulukista and Calista, however, contend they had and have the power  
14 and authority to dictate the terms of all Global Windcrest borrowing, and contend that they are  
15 empowered to prevent such borrowing entirely if they wish to do so in their sole and unfettered  
16 discretion – without regard to the impact on Cross-Complainants and/or their property. Cross-  
17 Defendants Aulukista and Calista have, on this basis, impeded and prevented replacement  
18 financing from being obtained. Thus, a declaration of the parties' rights and duties under the  
19 Operating Agreements with respect to this financing issue is immediately, indeed urgently,  
20 necessary.

21 38. Finally, a Judicial Declaration of the parties' rights and duties under the Operating  
22 Agreements is essential because, even assuming *arguendo* the incorrect interpretation of the  
23 Operating Agreements urged by Aulukista and Calista is accurate when it is not, said Cross-  
24 Defendants' conflicts of interest in utilizing Aulukista to prevent replacement financing so that  
25 Settler's Bay can foreclose disqualifies any voting or approval rights they might otherwise have on  
26 these subjects, even if such rights existed, which is expressly denied. The concept that a party in a  
27 partnership relationship can do wrong but prevent any recourse against them for those misdeeds by  
28 voting against it is insanity which the law does not – and cannot – embrace.



EXHIBIT A

## Global Windcrest I, LLC



**EXHIBIT “3”**

Ron Bender (SBN 143364) Krikor J. Meshefejian (SBN 255030) Levene, Neale, Bender, Yoo & Brill L.L.P. 2818 La Cienega Avenue Los Angeles, CA 90034 Tel: (310) 229-1234 Email: RB@LNBYB.COM; KJM@LNBYB.COM	
<b>UNITED STATES BANKRUPTCY COURT</b> SOUTHERN DISTRICT OF CALIFORNIA 325 West F Street, San Diego, California 92101-6991	
In Re  GLOBAL WINDCREST I, LLC     Debtor.	BANKRUPTCY NO. 21-03935-LT11  Date of Hearing: N/A Time of Hearing: N/A. Name of Judge: Hon. Laura S. Taylor

ORDER ON

EMERGENCY MOTION FOR ENTRY OF AN ORDER FOR JOINT ADMINISTRATION OF RELATED CHAPTER 11 CASES

The court orders as set forth on the continuation pages attached and numbered 2 through 3 with exhibits, if any, for a total of 3 pages. Motion/Application Docket Entry No. \_\_\_\_.

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DATED:

Judge, United States Bankruptcy Court

ORDER ON EMERGENCY MOTION FOR ENTRY OF AN ORDER FOR JOINT ADMINISTRATION OF RELATED CHAPTER 11 CASES

DEBTOR:

GLOBAL WINDCREST I, LLC

CASE NO: 21-03935-LT11

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The Court, having read and considered that certain "Debtor's Ex Parte Motion For Entry Of AN Order For Joint Administration Of Related Chapter 11 Cases Pursuant To Rule 1015(b) Of The Federal Rules Of Bankruptcy Procedure And Rule 1015 Of The Local bankruptcy Rules" (the "Motion") [Doc \_\_\_\_] filed by Global Windcrest I, LLC, chapter 11 debtor and debtor in possession (the "Debtor"), with good cause appearing, orders as follows:

1. The Motion is granted on an interim basis. The Debtor shall provide notice of the entry of this order to all creditors, and such creditors shall have fourteen days from the date of service of the notice of the entry of this order to file an opposition to the Motion. If an opposition is not timely filed, the Debtor shall lodge an order with the Court granting the Motion on an final basis.
2. Until further Court order, and on an interim basis, all future filings, lodging and docketing of pleadings, orders, and other papers served or filed in the In re Global Windcrest I, LLC case (Case No. 21-03935-LT11) or in the In re Global Windcrest II, LLC case (Case No. 21-03938-LT11) shall be filed, lodged, or docketed under the lead case number assigned to Global Windcrest I, LLC (Case No. 21-03935-LT11). The caption shall be modified to reflect the joint administration of the cases in the form set forth in Exhibit A attached to this Order.
3. Until further Court order, and on an interim basis, for all future filings in the cases, a combined service list shall be used and combined notices shall be sent to creditors.
4. Notwithstanding anything contained herein or in the Motion, separate claims registers shall be maintained for the cases.
5. Any deviation from these procedures will be by order of the Court.

IT IS SO ORDERED.



**EXHIBIT A**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

In re:

GLOBAL WINDCREST I, LLC,  
  
Debtor.

Case No.: 21-03935-LT11

[Jointly administered with: 21-03938-LT11]

Chapter 11 Cases

In re:

GLOBAL WINDCREST II, LLC  
  
Debtor.

☐ Affects both Debtors

☐ Affects Global Windcrest I, LLC

☐ Affects Global Windcrest II, LLC

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled **DEBTOR'S EMERGENCY MOTION FOR ENTRY OF AN ORDER FOR JOINT ADMINISTRATION OF RELATED CHAPTER 11 CASES PURSUANT TO RULE 1015(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 1015 OF THE LOCAL BANKRUPTCY RULES; DECLARATION OF C.W. TUCKER LEWIS IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 7, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com, bry@lnbyb.com
- Krikor John Meshefejian kjm@lnbyb.com
- Kristin Mihelic Kristin.T.Mihelic@usdoj.gov,  
tiffany.l.carroll@usdoj.gov, abram.s.feuerstein@usdoj.gov
- United States Trustee ustp.region15@usdoj.gov

**2. SERVED BY UNITED STATES MAIL:** On **October 7, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **October 7, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

<b>October 7, 2021</b>	Lisa Masse	/s/ Lisa Masse
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

Label Matrix for local noticing  
0974-3  
Case 21-03935-LT11  
Southern District of California  
San Diego  
Thu Oct 7 15:20:05 PDT 2021

U.S. Bankruptcy Court  
Jacob Weinberger U.S. Courthouse  
325 West F Street  
San Diego, CA 92101-6991

Cogency Global Inc.  
1601 Elm Street  
Suite 4360  
Dallas, TX 75201-4701

Global CRES, Inc.  
1947 Camino Vida Roble, Suite 280  
Carlsbad, CA 92008-6540

Langley & Banack Incorporated  
Attn: Steven R. Brook  
745 East Mulberry, Suite 700  
San Antonio, TX 78212-3172

PointhR, Inc.  
3535 Firewheel Dr., Suite B  
Flower Mound, TX 75028-7719

Vaughn & Vaughn  
501 West Broadway Street  
Suite 1025  
San Diego, CA 92101-3546

Ron Bender  
Levene, Neale, Bender, Yoo & Brill L.L.P  
2818 La Cienega Avenue  
Los Angeles, CA 90034-2645

Global Windcrest I, LP  
1947 Camino Vida Roble  
Suite 280  
Carlsbad, CA 92008-6540

Big Sun Community Solar  
110 E Houston St. 7th Floor  
San Antonio, TX 78205-2991

GFS Industries, LLC  
24165 IH-10 W, Suite 217-138  
San Antonio, TX 78257-1449

Jackson Walker, LLP  
2323 Ross Avenue  
Suite 600  
Dallas, TX 75201-2725

Lawmen Security, Inc  
PO Box 700031  
San Antonio, TX 78270-0031

Settler's Bay Properties, Inc.  
3301 Denali Street  
Suite 300  
Anchorage, AK 99503-4051

Worldwide Pest Control  
5808 IH 10 West  
San Antonio, TX 78201-2851

End of Label Matrix  
Mailable recipients 21  
Bypassed recipients 0  
Total 21

United States Trustee  
Office of the U.S. Trustee  
880 Front Street  
Suite 3230  
San Diego, CA 92101-8897

CPS Energy  
PO Box 2678  
San Antonio, TX 78289-0001

Global Building, LLC  
1947 Camino Vida Roble, Suite 280  
Carlsbad, CA 92008-6540

Kristin Mihelic  
Office of the U.S. Trustee  
880 Front Street Suite 3230  
San Diego, CA 92101-8897

Oracle Elevator Holdco, Inc  
Dept # 9901, PO Box 850001  
Orlando, FL 32885-9901

Tabco Enterprises, Inc.  
18023 Gable Oak Lane  
Cypress, TX 77433-2190

Krikor John Meshefejian  
Levene, Neale, Bender, Yoo & Brill L.L.P  
2818 La Cienega Avenue  
Los Angeles, CA 90034-2645